

## CLOZTALK PROMOTION AGREEMENT

This agreement to provide promotional apparel for Client and to help raise awareness and funds for Client and its cause, at no cost to Client, is effective on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between CLOZTALK, LLC, an Illinois limited liability company (“CLOZTALK”), and \_\_\_\_\_ (“Client”), having its offices at \_\_\_\_\_.

1. CLOZTALK will design apparel items for Client. The apparel items will contain the Client’s name and/or logo.
2. Client grants permission for CLOZTALK to use its name and logo to design and sell the apparel items until this Agreement is terminated. The Client’s name and logo will only be used by CLOZTALK to design and sell the Client’s apparel items and will not be used for any other purpose.
3. CLOZTALK will present its design for the apparel items to Client for Client’s approval. CLOZTALK will only proceed upon Client’s approval.
4. Client is not obligated or expected to make any payment to CLOZTALK at any time. Client is not obligated or expected to promote CLOZTALK in any way.
5. CLOZTALK will raise awareness for Client’s cause through the sale of the apparel items. CLOZTALK will also donate 20 percent of its yearly net profit back to its clients; of that 20 percent, Client will receive a donation as determined by Client’s pro rata share of CLOZTALK’s total retail sales for that year. CLOZTALK will make this payment by April 30 of the following year. For example, in 2016, if CLOZTALK has a \$100,000 annual net profit and 40 percent of sales were from Client’s apparel items, then CLOZTALK will donate \$8,000 to Client by April 30, 2017, because 20 percent of net profit is \$20,000 and 40 percent of \$20,000 is \$8,000. There is no charge to Client to receive the awareness and donation from CLOZTALK.
6. Client and CLOZTALK can withdraw from this agreement at any time and for any reason, by notifying the other party in writing. There is no fee or penalty for withdrawal.
7. CLOZTALK is acting as an independent contractor for Client. This agreement does not create any partnership, joint venture, fiduciary or employment relationship between Client and CLOZTALK.
8. Client warrants that it owns all rights, without restriction, to the name and logo in the apparel items and agrees to indemnify CLOZTALK for same. CLOZTALK has sole discretion in the manner in which it markets the apparel items for sale.

**AGREED:**

CLOZTALK, LLC

\_\_\_\_\_  
By:  
Its:  
Date:

\_\_\_\_\_  
By:  
Its: Manager  
Date: